

NOTICE OF DEMAND FOR RECLAMATION OF GOODS

October 14, 2005

Delphi Automotive Systems Corporation Delco Electronics Corp Division PO Box 9005 Kokomo, IN 46904-9005

Dear Delphi:

You are hereby notified that, pursuant to Section 546(c)(1) of the U.S. Bankruptcy Code and applicable state law (including Section 2-702(b) of the Uniform Commercial Code), Dow Corning Corporation hereby reclaims and demands the immediate return of all goods received by Delphi Automotive Systems Corporation from Dow Corning on or after September 28, 2005. Such goods include, but are not limited to, those set forth in the invoices attached hereto.

Demand is further made that the goods reclaimed pursuant to this notice be and remain segregated immediately, that they not be sold or modified in any way, and that Delphi Automotive Systems Corporation deliver such goods to Dow Corning immediately.

Please contact me promptly for delivery instructions or questions.

Sincerely,

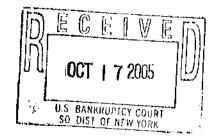
Dow Corning Corporation

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Cindy Ferrio CBF Collection Specialist 2200 West Salzburg Road

Midland, MI 48686-0994

Tele: 1-800-248-2481 Ext: 728



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United States Bankruptcy Court Southern District of New York Room 534 One Bowling Green New York, NY 10004 Tele: 212-668-2870

Skadden, Arps, Slate, Meagher & Flom LLP John Wm. Butler Jr. 333 West Wacker Drive, Suite 2100 Chicago, IL 60606 Tele: 1-800-718-5305

Kathy Smith Senior Attorney - Dow Corning Law Department Dow Corning Corporation 2200 West Salzburg Road Midland, MI 48686-0994 Tele: 989-496-6338

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TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMED T
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and Dow CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INTERINGEMENT. INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

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Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war; fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

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10. APPLICABLE LAW

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18. FAIR LABOR STANDARDS ACT

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TERMS & CONDITIONS OF SALE

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Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

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If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and Dow Corning Expressly Disclaims any written or unwritten, express or implied warranty against

INFRINGEMENT
with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

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Orders with Indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

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Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable utiless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 50 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

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DOW CORNING 2200 W. Sa			Invoice		
PO Box 994 MIDLAND United State	Invoice Numb 1003573646	oer		Date 03Oct2005	
		Invoice contac Cindy Ferrio	et		
Telephone (800) 248-2481 US Fed. Reg. No. 380495575	Fax (989) 496-6974	Phone; 989-	-496-7728 Fax: 989-496-	6299	
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTE DELCO ELECTRONICS CORP I PO Box 9005 KOKOMO IN 46904-9005 United States			OMOTIVE SYSTEMS CO CTRONICS CORP DIVISI OULEVARD		
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.00	0 % discount				
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05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pa 18 of 105 TERMS & CONDITIONS OF SALE

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3. REMED 1
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

PRICE

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

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Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered en sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES
Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any sobligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate. this Agreement without penalty or further obligation by providing written notice to the other. suffragron and or mage purely to previously again

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13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

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On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Pair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

Responsible Care:

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pls remit to address at bottom of iProi2d offer Printout SCIID-AM 110ct2005 15:16:59 Page **Dow Corning Corporation** Invoice DOW CORNING 2200 W. Salzburg Rd. L of 1 PO Box 994 Invoice Number Date MIDLAND MI 48686-0994 03Oct2005 1003573648 United States Invoice contact Cindy Ferrio Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 Telephone (800) 248-2481 US Fed. Reg. No. 380495575 Ship-to: 1041220 Bill-to 1035922 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELCO ELECTRONICS CORP DIVISION DELPHI AUTOMOTIVE SYSTEMS CORP PLANT DA01 DELCO ELECTRONICS CORP DIVISION 2033 EAST BOULEVARD PO Box 9005 KOKOMO IN 46904 KOKOMO IN 46904-9005 United States United States **Payment Terms** Pay Immediately 2% Discount Up to 03Oct2005 you receive 2,000 % discount Shipping Weight (net/gross) 22.0 KG Gross Weight Net Weight 18.1 KG Quantity Price Unit Amount Goods Description Delivery number: 8603255542 Issue date: 030ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3136843 Purchase order no: 0550045027 from 28Sep2005 PLANT DA01 3127541 DOW CORNING(R) 3-4165 SILICONE DIELECTRIC GEL, 18.1 KG (40 LB) Pail Batch: 0002401167 240.40 1 Pail 6.01 USD 1 lbs 40 lbs = Customer Spec No.: DELCO ELECTRONICS:M-10568-12 Cust. Spec Revision: C Revision Date: 11May2001 Customer Material: 47043 VENDOR CODE 1002602 240.40 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Total Payable Currency AGREED. SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. 240.40 USD We certify that these goods were produced in compliance with all requirements of Section 6, 7,

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document TERMS & CONDITIONS OF SALE Pg 22 of 105

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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9. CONTINGENCIES

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Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other-1,140

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

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Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

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18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

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TERMS & CONDITIONS OF SALE

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- 20 449-9000 - 20 792-2821-PA WATTS S.C.A.C. PJXI P.O. BOX 1290 FREIGHT SYSTEM GIBSONIA, PA 18044-1290 245-1244-INTERSTATE WATTS 42914 DELPHI DELCO 66001 55362 DOW CORNING 2033 E BLVD 5300 11 MILE ROAD 615225588 66001 AUBURN, MI 48611 KOKOMO, IN 46904 B/L# 8603255543 P.O.# 0550038970 DEPT. LISM 55521 'AL INSTRUCTIONS DELCO % ACCUSHIP 1900 EXETER ROAD CONCINATION TORKS SYSTEM FROM THE IMfR# DATE GERMANTOWN TN 38138 10/03/05 SAG VL PROV & DATE TRANSFERRED TO S.C.A.C INTERCHANGE PT. Interline 9.C A.C. TRANSFERRED FROM DESCRIPTION AND SAFECULT AND RATE НМ ECES Handling units MIN 338 SKD ADHESIVE NOI 1 **MATERIAL MUST BE KEPT REFRIGERATED STORE BETWEEN -40C TO 5C** PLANT DA01 ATTN GOODS RECEIPT 4 2005 9.5 Percent Fuel Surcharge Applied. OLL 338 PLT ----- Totals --1 RECEIVED IN GOOD CONDITION AS NOTED TOTAL PCS DRIVER 19 **CUSTOMER NAME** SIGNATURE DELIVERY TIME IN TIME OUT CUSTOMER DATE 1

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Pls remit to address at bottom of in Si27 Ofe 105 rintout SCIID-AM 110ct2005 15:17:21 **Dow Corning Corporation** Page Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Invoice Number Date MIDLAND MI 48686-0994 1003573650 03Oct2005 United States Invoice contact Cindy Ferrio Telephone (800) 248-2481 Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 US Fed. Reg. No. 380495575 Bill-to 1035922 Ship-to: 1041747 DELPHI DELCO ELECTRONICS SYSTEMS Accounts Payable Department DELPHI AŬTOMOŤIVE SYSTEMS CORP DELPHI AUTOMOTIVE DELCO ELECTRONICS CORP DIVISION PLANT DA24 702 JOAQUIN CAVAZOS ROAD PO Box 9005 LOS INDÍOS TX 78567 KOKOMO IN 46904-9005 United States United States Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2,000 % discount Shipping Weight (net/gross) **Gross Weight** 108.0 KG Net Weight 100.0 KG **Goods Description** Quantity Price Unit Amount Delivery number: 8603255544 Issue date: 030ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3141556 Purchase order no: 0550053982 from 30Sep2005 PLANT DA24 3131505 DOW CORNING(R) 1-4174 THERMALLY CONDUCTIVE ADHESIVE, 10 KG (22 LB) Pail Batch: 0002425412 10 Pail 42.00 USD 1 lbs9240.00 220 lbs = Customer Material: 46790 VENDOR CODE: 1002602 9240.00 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acet 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Total Payable Currency SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. 9240.00 USD We certify that these goods were produced in compliance with all requirements of Section 6, 7,

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with respect to these Goods. In no case will Dow Corning be liable to defend any expense of the three defend or expense to these Goods. In no case will Dow Corning be liable to defend any expense.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alteging that the with respect to these Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

PRICE

Price charged will be price in effect at planned date of delivery.

U. LEWING OF PATMENT
The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejustem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17, ENTIRE AGREEMENT

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of a wider cause. by Buyer of any provision of the Agreement shall not constitute a waiver of some provision of the same provision for the same provision for the same provision. of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pls remit to address at bottom of invoice of the Printout SCHD-AM 110ct2005 15:17:41 **Dow Corning Corporation** Page Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Invoice Number Date MIDLAND MI 48686-0994 1003573652 03Oct2005 United States Invoice contact Cindy Ferrio Telephone (800) 248-2481 Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 US Fed. Reg. No. 380495575 Bill-to 1035922 Ship-to: 1041849 DELPHI DELCO ELECTRONICS SYSTEMS Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI AUTOMOTIVE DELCO ELECTRONICS CORP DIVISION PLANT DA31 702 JOAQUIN CAVAZOS ROAD PO Box 9005 KOKOMO IN 46904-9005 LOS INDÍOS TX 78567 United States United States Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount Shipping Weight (net/gross) Net Weight 199,5 KG Gross Weight 217.2 KG Goods Description Quantity Price Unit Amount Delivery number: 8603255547 Issue date: 030ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3141:575 Purchase order no: 0550077208 from 010ct2005 PLANT DA31 233571.9 SYLGARD(R) 1-4097 CONFORMAL COATING, 1.99.5 KG (440 LB) drum Batch: 0002401174 1953.60 4.44 USD 1 lbs 440 lbs =.1 drum Customer Spec No.: DELCO ELECTRONICS:M-10569-25 Cust. Spec Revision: B Revision Date: 02Sep1992 Customer Material: 47087 VENDOR CODE 1002602 1953.60 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Total Payable Currency SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. USD 1953.60 We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.

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TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the sultability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or expressively decrease. consequential damages.

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of If any suit is brought against buyer for intringement of any United States Letters ratest alleging that the Goods infinished under this Agreement of Dow Corning is melinous of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and comfol the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and Dow CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES ···

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Dow Corning will incur no hability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11 COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

10. RECORD OF GOODS.

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19, Responsible Care:

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document

Pis remit to address at hottom of month Okep 95 Printout SCHD-AM 110ct2005 15:17:51 **Dow Corning Corporation** Page Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Date Invoice Number MIDLAND MI 48686-0994 1003573653 03Oct2005 United States Invoice contact Cindy Ferrio Fax (989) 496-6974 Telephone (800) 248-2481 Phone: 989-496-7728 Fax: 989-496-6299 US Fed. Reg. No. 380495575 Bill-to 1035922 Ship-to: 1041849 Accounts Payable Department DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI AUTOMOTIVE DELCO ELECTRONICS CORP DIVISION PLANT DA31 702 JOAQUIN CAVAZOS ROAD PO Box 9005 LOS INDÍOS TX 78567 KOKOMO IN 46904-9005 United States United States **Payment Terms** Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount Shipping Weight (net/gross) 144.8 KG Gross Weight 152.8 KG Net Weight **Goods Description** Quantity Price Unit Amount Delivery number: 8603255661 Issue date: 030ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3125318 Purchase order no: 0550076162 from 20Sep2005 PLANT DA31 4018283 DOW CORNING(R) 3-1953 CONFORMAL COATING BLADDER PAK, 18.1 KG (40 LB) Pail Batch: 0002422479 8.57 USD 1 lbs 8 Pail 320 lbs =Customer Material: 47110 VENDOR CODE 1002602 Total Payable (USD) 2742.40 PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL. PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Total Payable Currency SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. USD 2742.40 We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pg 32 of 105

TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR PITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement. Provided that Buyer gives award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives awarded in connection specifically with the alleged infringement, provided that Buyer gives awarded in connection specifically with the alleged infringement, provided that Buyer gives awarded in connection specifically with the alleged infringement, provided that Buyer gives awarded in connection specifically with the alleged infringement, provided that Buyer gives awarded in connection specifically with the alleged infringement, provided that Buyer gives awarded in connection specifically with the alleged infringement, provided that Buyer gives awarded in connection specifically with the alleged infringement, provided that Buyer gives awarded in connection specifically with the alleged infringement on the suit and, to the full damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives are awarded in connection specifically with the alleged infringement provided that Buyer gives are awarded in connection specific

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the with respect to the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning barmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

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Mode of Transport Pro NHANSPORY (800)4148-2481 (180) 496 6974 493-069643-5 Yild. Chen Tro 1-800-424-9300 Shipping point 0047 Etup to 1041849 Sold-to 1041849 Ship Date Dow Coming Corporation Anham Place 5300 11 Mile Road ATISHEN ML 48611 TERPERIO (989) 496-7030 Pax (989) 496-7015 DELPHY DELCO ELECTRONICS DELPH DELCO ELECTRONICS SYSTEMS DILPH AUTOMOTIVE PLANT DASS 10/03/05 SYSTEMS DELPHI AUTOMOTTYR PHANTINASI TIZ JOAQUIN CAVAZOS ROALY LOS INDÍOS TX 7856/ Welght Places 2 540 Aun: GOOMS RECEIPT-Telephone (956)228-5121 Delivery Receipt Reference Number Gross Weight Net Weight. Goods Description Quantity DC Org 493 785 sales Order Number: 3125318 Standard Order from 208ep2005 Purchase Order Number: 0550075161 from 200ep2005 Delivery Freight Torms Freight Charges Are Collect PLANT DASL Flammable liquids, n.o.s.. (MRTHYLTRIMETHOMYSILAND/ ORGANOTITAMATE) 3, UN1993, FG IYY CHEMICALS NOT VNY 2.05/IS 050000 CL/70 DOW CORNING (R) 3-1953 CONFORMAL COATING BLADDER PAK 4018283 Ttem total: 320.0 lbs = -0.0 Padl: CTII SCAC: *** Rezerdous: Check! Stora BELOW 30C/86F *** Consignee: ROOM: KARSS Customer Material: 47110 DELCO ELECTRONICS SYSTEMS VENDOR CODE 1002602 702 JOAQUIN CAVAZOS ran 8 Pail L OS INDIOS, TX 78567 Batch: 0002422479 Expiration Date: 248ep2006 Shipper: DOW CORNING CORP 5300 11 MILE RD AUBURN, MI 48611 _BIDN D SWAC <u>∠2_</u>8ko LEGICTNDRM TOTE D St. F.C. 493-069643-5 Special Instructions BHPHIL OTHER Delivery Trailer: 53-6644 Shipper COD Amount 0.0000 Discover more about Dow Corning at: http://www.dowcorning.com 493-069643-5 Pro Number: Stamp / Sign Here 10/10/05 Firm, Additional Delivery Services Requested 10 small gregular, \$75.QD Sort - Segregate \$90.00 Driver Delay Inside Delivery \$70.00 Shipment received in good order Residential Delivery \$50.00 \$50.00 Radelivery \$90.00 Liftgate Pieces Received . By signing below, Consignue acknowledges that additional delivery service was performed and agrees to pay any add all additional delivery service fees at the rate(s) listed above. Customer Signature Internal Use Only Dosc. # And Type of Containers Depart Time Arrive Time Skids Part # Log# Data Oty. of Pos Affected

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we certify that	mese goons were produced air Labor Standards Act of	in compliance with all requirements 1938, as amended, and all regulate	tions and orders of				

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pg 36 of 105

TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund buyer's exclusive remedy and Dow Corning's sole responsibility for any claim of cause of action arising under this Agreement is expressly limited to either (1) replacement or return of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Pailure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS
If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives award of conting prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejustem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, including but not limited to (and in respect of which any ejustem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, including energy source) used in connection act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

* 4

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

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Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

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Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

Shipment Tracking Details

Tracking Information

Tracking Number: 215420715

🖟 🕖 Origin Waybill

Filtered By: Tracking Number 215420715

Shipment Information

Status: Delivered

Signature: R. Perez

Service Level: Standard Overnight

Shipped Date: 03-Oct-2005

Origin: Auburn, MI, US Destination: Los Indios, TX, US

Package Information

Pieces: 1

Weight: 462.0 L **

Volume Weight: 535.0 L

View Dimensions: View Dimensions

Referen	~ ~ ~
Description .	Number 1 1
SHIPPER'S REFERENCE	860325545
CUSTOMER REFERENCE NUMBER	0550041009

			Shipment Histor	γ
Date	Time Pi	eces	Activity. 9-1	Location Remarks
04-Oct-2005	1215	1	Delivered	Brownsville, TX, US R. PEREZ
04-Oct-2005	1052	400	Out for Delivery	Brownsville, TX, US
04-Oct-2005	0958	1	Scanned	Brownsville, TX, US
04-Oct-2005	0924	1	Scanned	Brownsville, TX, US
04-Oct-2005	0834	1	Arrived	Brownsville, TX, US
04-Oct-2005	0638	1	Departed	Memphis TN/US
04-Oct-2005	0603	1	Scanned	Memphis, TN, US
04-Oct-2005	0603	1	Arrived	Memphis, TN, US
04-Oct-2005	0533	1	Departed	Toledo, OH, US
04-Oct-2005	0254	1.0	Scanned	Toledo; OH, US
04-Oct-2005	0211	1	Arrived	Toledo, OH, US
04-Oct-2005	0023	1 🙏 🐪	Departed	Detroit, Mi. US
03-Oct-2005	2220	1	Scanned	Detroit, MI, US
03-Oct-2005	2220	Mr.	Arrived	Detroit, MI, US
03-Oct-2005	2100	1	Departed	Flint, MI, US
03-Oct-2005	1649	া ়া	Scanned	Flint, MI, US
03-Oct-2005	1648	1	Shipment Labeled	Flint, MI, US
03-Oct-2005	1540	: 1	Received	Fint M. US Problem (M. J.

Due to FAA security regulations, some shipment details may not be provided. We are sorry for any inconvenience, but must strictly adhere to all government security regulations.

Invoice 1003573651

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pls remit to address at bottom of Prof O R4105 Printout SCHD-AM 11Oct2005 15:18:01

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DOW CORNING Dow Corning 2200 W. Sala		Invoice		
PO Box 994 MIDLAND MI 48686-0994 United States		Invoice Number 1003573654	er	Date 03Oct2005
		Invoice contac Cindy Ferrio	t	
Telephone (800) 248-2481 US Fed. Reg. No. 380495575	Fax (989) 496-6974	Phone: 989-4	196-7728 Fax: 989-496	-6299
Bill-to 1035922		Ship-to: 10419	81	
Accounts Payable Department DELPHI AUTOMOTIVE SYSTEM DELCO ELECTRONICS CORP D PO Box 9005 KOKOMO IN 46904-9005 United States	MS CORP DIVISION	PLANT DA64	HOWFILL AVENUE	
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000) % discount	_		
Shipping Weight (net/gross) Net Weight	25.2 KG		Gross Weight	27.7 KG
Goods Description	Quantity	Price	Unit	Amount
Batch: 000240) X3-1598 ADHESIVE 5775 7 Pail No.: DELCO ELECTR vision: B : 16May1996 rial: 46761	,3.6 KG (8 LB)	Pail 1 lbs	
Total Payable (USD)				677.60
PLEASE REMIT TO: Dow Cor INTEREST CHARGE: After the PERCENTAGE RATE of eighte Dow Corning Certifies That all Complies with the Published Sagreed.	e due date, a monthly INTISE en percent (18%), will be cha I. MATERIAL LISTED ON THIS SALES SPECIFICATION UNLESS	DOCUMENT OTHERWISE	na a nan percem (1.2 %)	, which is an ANNUAL. ble Currency

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pa 40 of 105

TERMS & CONDITIONS OF SALE

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Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

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9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any cjusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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A CONTRACTOR NO.

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15, RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

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Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Pair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

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Invoice 1003573654

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DOW COR	MAG 2200 W. Sa	ng Corporation Izburg Rd.		Invoice		1 of 1
PO Box 994 MIDLAND M1 48686-0994 United States		Invoice Num 1003575792		1)ato 040	e Oct2005	
			Invoice conta Cindy Ferrio			
*	00) 248-2481	Fax (989) 496-6974	Phone: 989	0-496-7728 Fax: 989-496-	6299	
Bill-to 1035	No. 380495575		Ship-te: 1041	220		
Accounts Pa DELPHI AU DELCO ELI PO Box 900:	yable Department ITOMOTIVE SYSTE ECTRONICS CORP 1 5 N 46904-9005	MS CORP DIVISION	DELPHI AU DELCO ELE PLANT DAG	TOMOTIVE SYSTEMS C CTRONICS CORP DIVIS 11 BOULEVARD 1 46904		
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05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pa 44 of 105

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 $f:=\{j=1,\ldots,n\}$

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05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pls remit to address at bottom of Proving ORALOS Printout SCHD-AM 11Oct2005 15:18:45

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Telephone (800) 248-2481 US Fed. Reg. No. 380495575	1	'ax (989) 496-6974	Phone: 989-	-496-7728 Fax: 989-490	i-6299	
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Payment Terms Pay Immediately 2% Disco Up to 04Oct2005 you receive	ve 2.000	% discount				
Shipping Weight (net/gros Net V	s) Veight	20.0 KG	<u> </u>	Gross Weight	20.0	KG
Goods Descriptio	n	Quantity	Price	Unit	Amo	ount
Batch: 00 44 lbs = Customer VENDOR CO	ING(R) 002421 Mater	rchase order no 3-1598 HP ADHE 519 1 Pail tal: 47119	: 0550070460 fr			420.20
Total Payable (USI						420.20
PLEASE REMIT TO: DO INTEREST CHARGE: A PERCENTAGE RATE o	fter the e f eighteer	due date, a monthly INTI n percent (18%), will be	EREST CHARGE of one a charged on any unpaid bal	and a half percent (1.5%)	, which is an A	ANNUAL
DOW CORNING CERTIFIES T COMPLIES WITH THE PUBL AGREED.	ASIRED SA	ALES SPECIFICATION UNLI	ESS OTHERWISE	Total Paya	ble C	Currency
SUBJECT TO THE TERMS AS We certify that these goods were and 12 of the Pole Labor Standar				420.	20	USD

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pa 46 of 105

TERMS & CONDITIONS OF SALE

END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS
If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and Dow CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

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8. TAXES:

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9. CONTINGENCIES

Dow Corning will incur no hability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejustem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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10. APPLICABLE LAW

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On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be vold unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pls remit to address at bottom of Process Printout SCIID-AM 11Oct2005 15:18:55

DOW COR	2200 W. Sal		9-11-01-100	Invoice		Page 1 of 1
	PO Box 994 MIDLAND United State	MI 48686-0994	Invoice Numl 1003575794	ier	Date 04O	ct2005
			Invoice contac Cindy Perrio			
Telephone (8 US Fed. Reg.	00) 248-2481 No. 380495575	Fax (989) 496-6974	Phone: 989-	-496-7728 Fax: 989-496-	6299	
Bill-to 10359	922		Ship-to: 10412		ω	
DELPIII AU DELCO ELI PO Box 900:	N 46904-9005		DELTHI AUI DELCO ELEC PLANT DAOI 2033 EAST B KOKOMO IN United States	OULEVARD	ION	
	erms ately 2% Discount 2005 you receive 2.00	0 % discount				
Shipping W	eight (net/gross) Net Weight	18.1 KG		Gross Weight	19.8	KG
Goods	Description	Quantity	Price	Unit	Amo	unt
Sales ore PLAN	der: 3136878 P DOW CORNING(R Batch: 000238 40 lbs = Customer Spec Cust. Spec Re Revision Date Customer Mate VENDOR CODE 1) X3-1598 ADHESIVE 6777 1 Pail No.: DELCO ELECTE vision: B :: 16May1996 erial: 46762	2,18.1 KG (40 L 9.50 USD	B) Pail		380.00
Total Pa	yable (USD)					380.00
DOW CORNI COMPLIES AGREED.	F CHARGE: After the AGE RATE of eighte NG CERTIFIES THAT ALL WITH THE PUBLISHED: THE TERMS AND CON	ning Corporation, Bank One due date, a monthly INTER ten percent (18%), will be characteristic on This SALES SPECIFICATION UNLESS DITIONS ON THE REVERSE SID d in compliance with all requirement f 1938, as amended, and all regulat	EST CHARGE of one arged on any unpaid bat DOCUMENT OTHERWISE E. S1310Ev2	and a half percent (1.5%),	le C	ANNUAL Currency USD

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pa 48 of 105 TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

LIMITED WARRANTY

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3. KEMBDY
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these altegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alteged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

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Dow Corning's standard freight terms policy is Incotern DDU (Delivered Duty Unpaid). This incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

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9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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10, APPLICABLE LAW

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11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

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14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

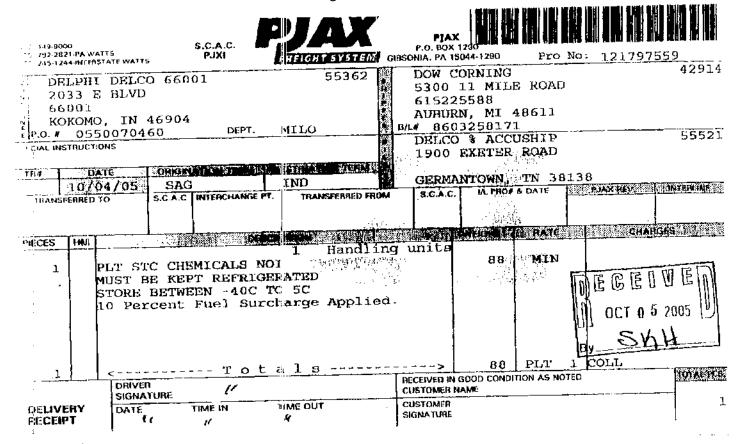
Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

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Dow Corning Corporation 2200 W. Salzburg Rd.				Invoice		Page 1 of 1
	PO Box 994 MIDLAND MI 48686-0994 United States			ber	Date 04Oct2	
			Invoice conta Cindy Ferrio			
-		Fax (989) 496-6974	Phone: 989	0-496-7728 Fax: 989-496-	6299	
Bill-to 1035	No. 380495575 922	<u>. </u>	Ship-to: 1041	.981		
DELPHI AU DELCO EL PO Box 900	N 46904-9005	MS CORP DIVISION	PLANT DA6	I HOWELL AVENUE C WI 53154		
Up to 04Oct	ately 2% Discount 2005 you receive 2.00	0 % discount			,	
Shipping W	eight (net/gross) Net Weight	25.2 KG		Gross Weight	27,7 K	ζG
Goods	Description	Quantity	Price	Unit	Amour	nt
Sales or	der: 3136887 P T DA64 DOW CORNING(R Batch: 000240 56 lbs =	7 Pail No.: DELCO ELECTRO vision: B : 16May1996 rial: 46761	,3.6 KG (8 LB) Pail		677.60
Total Pa	yable (USD)					677.60
INTERES' PERCENT	CHARGE: After the	ning Corporation, Bank One due date, a monthly INTERE en percent (18%), will be char	ST CHARGE of one rged on any unpaid by	and a half percent (1.5%),	which is an AN	NUAL
COMPLIES 'AGREED.	WITH THE PUBLISHED S	A. MATERIAL LISTED ON THIS SALES SPECIFICATION UNLESS	OTHERWISE	Total Payab	le Cui	rrency
SUBJECT TO		DITIONS ON THE REVERSE SIDE		677.6	0	USD
we certify the	a anese goods were produce: Fair Lahor Standards Act o	d in compliance with all requirement f 1938, as amended, and sil regulatio	ons and orders of			

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pg 52 of 105

TERMS & CONDITIONS OF SALE

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	C.A.C. PJAST	PJAX P.O. BOX 1290 GIBSONIA, PA 15044-1290 Pro	
DELCO ELECTRONICS 7929 S HOWELL AVE 66011 OAK CREEK, WI 5315	66011 55374 4	DOW CORNING 5300 11 MILE ROAD 615225588 AUBURN, MI 48611	42914
SPECIAL INSTRUCTIONS DATE CHICKNAT LO/04/05 SAG	1.	B/L# 8603258175 DELCO % ACCUSHIP 1900 EXETER ROAD GERMANTOWN, TN 383	55521
TRANSFERRED TO S.C.A.C INT	TRANSFERRED F	FROM S.C.A.C. I/L PRO# & DATE	PJAX BEV. INTERLING.
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1 <	Totals	> 61 PLT 1	
DELIVERY RECEIPT DATE TIME	TIME OUT	RECEIVED IN GOOD CONDITION AS NOTEE CUSTOMER NAME CUSTOMER SIGNATURE	POTAL PER

Invoice 1003575795

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DOW COL	Dow Cornin	ng Corporation	angone on pro-	Invoice		
PO Box 994 MIDLAND MI 48686-0994 United States			Invoice Num 1003577723	ber	Date 05Oct2005	
	omea saw	ap	Invoice conta	ct		
•	(00) 248-2481 . No. 380495575	Fax (989) 496-6974	<u> </u>	-496-7728 Fax: 989-496	-6299	
Bill-to 1035 Accounts Pa DELPHI AU DELCO BIL PO Box 900	922 yable Department ITOMOTIVE SYSTE ECTRONICS CORP I 5 N 46904-9005		Ship-to: 1041 DELPH AU DELCO BLE PLANT DAO 2033 EAST B KOKOMO IN United States	FOMOTIVE SYSTEMS O CTRONICS CORP DIVIS 1 OULEVARD	CORP	
Up to 05Oct	erms ately 2% Discount 2005 you receive 2.00 eight (net/gross)	0 % discount				
	Net Weight			Gross Weight	43.2 KG	
Goods	Description	Quantity	Price	Unit	Amount	
PLAN	DOW CORNING(R Batch: 000239 88 lbs =) 1-4173 THERMAL 5727 4 Pail rial: 28022010	2: 0550079206 fr		3776.96	
Total Pa	yable (USD)				3776.96	
DOW CORNII COMPLIES V AGREED.	CHARGE: After the AGE RATE of eighteen of certifies that all with the published state of the terms and confidence.	due date, a monthly INTI on percent (18%), will be L MATERIAL LISTED ON TH FALES SPECIFICATION UNIX OFTIONS ON THE REVERSE S	RSS OTHERWISE BIDE. S1310Ev2	and a half percent (1.5%),	ole Currency	
We certify that and 12 of the F	air Lahor Standards Act of	in compliance with all requirent 1938, as amended, and all regn District formal and a Section 1	lations and orders of			

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pg 56 of 105

TERMS & CONDITIONS OF SALE

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Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages consequential damages.

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WITH MINGEMENT WITH THE WITH T

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

Dow Corning's standard freight terms policy is Incotern DDU (Delivered Duty Unpaid). This Incotern is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejustem generis interpretation shall not apply): war, fire, flood, strike, tabor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture. He Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other. A SECTION OF PROPERTY The second secon 1300

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Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver for any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer. of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main I Pls remit to address at bottom of ipypicy, denote Printout SCIID-AM 110ct2005 15:19:31 05-44481-rdd Main Document Dow Corning Corporation Page Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Invoice Number Date MIDLAND ML 48686-0994 1003577724 05Oct2005 United States Invoice contact Cindy Ferrio Telephone (800) 248-2481 Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 US Fed. Reg. No. 380495575 Bill-to 1035922 Ship-to: 1041220 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD PO Box 9005 KOKOMO IN 46904 KOKOMO IN 46904-9005 United States United States Payment Terms Pay Immediately 2% Discount Up to 05Oct2005 you receive 2.000 % discount Shipping Weight (net/gross) Net Weight 18,1 KG Gross Weight 22.0 KG Quantity Price Unit Goods Description Amount Delivery number: 8603258292 Issue date: 050ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3136845 Purchase order no: 0550045027 from 28Sep2005 PLANT DA01. DOW CORNING(R) 3-4165 SILICONE DIELECTRIC GEL, 18.1 KG: (40 LB) Pail 3127541 Batch: 0002415691 6.01 USD 1 lbs 240.40 1 Pail 40 l.bs =Customer Spec No.: DELCO ELECTRONICS: M-10568-12 Cust. Spec Revision: C Revision Date: 11May2001 Customer Material: 47043 VENDOR CODE 1002602 240.40 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acet 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Currency Total Payable SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. \$1310Ev2 240.40 USD We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.

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TERMS & CONDITIONS OF SALE

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4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and Dow Corning EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INTERINGEMENT. INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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8 TAXES:

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Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17, ENTIRE AGREEMENT

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18, FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

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Pls remit to address at bottom of invoice RepeaPrintont SCHD-AM 110ct2005 15:19:42 **Dow Corning Corporation** Page Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Date Invoice Number MIDLAND MI 48686-0994 05Oct2005 1003577725 United States Invoice contact Cindy Ferrio Telephone (800) 248-2481 Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 US Fed. Reg. No. 380495575 Ship-to: 1041220 Bill-to 1035922 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 DELCO ELECTRONICS CORP DIVISION 2033 EAST BOULEVARD PO Box 9005 **KOKOMO IN 46904** KOKOMO IN 46904-9005 United States United States **Payment Terms** Pay Immediately 2% Discount Up to 05Oct2005 you receive 2.000 % discount Shipping Weight (net/gross) Gross Weight 40.0 KG 40.0 KG Net Weight Unit Amount Price Goods Description Quantity Delivery number: 8603258293 Issue date: 050ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3136831 Purchase order no: 0550070460 from 28Sep2005 🥕 PLANT DAOL 4038438 DOW CORNING(R) 3-1598 HP ADHESIVE, 20 KG (44 LB) Pail Batch: 0002421519 · 1lbs 840.40 9,55 USD 2 Pai.l. 88 lbs = 1Customer Material: 47119 VENDOR CODE: 1002602 840.40 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acet 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE **Total Payable** Currency SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2 USD 840.40 We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.

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TERMS & CONDITIONS OF SALE

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Responsible Care:

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 S.C.A.C. (412) 449-9000 P.O. BOX 1290 1800) 782-2821-PA WATTS -800) 245-1244-INTERSTATE WATTS PJXI FREIGHT SYSTEM GIBSONIA, PA 16044-1290 10878232 42914 DOW CORNING 55362 DELPHI DELCO 66001 5300 11 MILE ROAD 2033 E BLVD 615225588 66001 AUBURN, MI 48611 KOKOMO, IN 46904 8603258292 MILO DEPT. E P.O. # 0550045027 55521 DELCO & ACCUSHIP "ECIAL INSTRUCTIONS 1900 EXETER ROAD ECHELLY SOUTH OF THE STREET SHOWS AND THE TR# DATE GERMANTOWN. TN 38138 10/05/05 SAG INTERUNE IA PRON & DATE PJAX PEV S.C.A.C. S.C.A.C INTERCHANGE PT. TRANSFERRED FROM TRANSFERRED TO CHARGES HM. PIECES Handling units MIN 232 PLT STC CMPDS INSULATING ELEC NOT 1 CONS: PLANT DA01 10 Percent Fuel Surcharge Applied. COLL PLT232 Totals_-TOTAL PCO. 1 RECEIVED IN GOOD CONDITION AS NOTED DRIVER n **CUSTOMER NAME** SIGNATURE 1 CUSTOMER TIME OUT TIME IN DELIVERY DATE SIGNATURE RECEIPT

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05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pa 64 of 105 TERMS & CONDITIONS OF SALE

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3. REMEDY
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and Dow CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INTERNAL AGAINST

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the with respect to these Goods. In no case will Dow Corning barmless against any claim, loss or expense arising out of Dow Corning's USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning barmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

e. LOADS.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

Dow Corning will incur no fiability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental with the goods of the Goods of the Goods or the materials or intermediates which are used to manufacture the Goods without party and the goods of the Goods or the materials or intermediates which are used to manufacture the Goods without party and the goods. effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other. 1011

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į. 10. APPLICABLE LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved. Dow Corning reserves the right to ship and involce for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains this document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT
Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.



Invoice 10035777746

-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pls remit to address at bottom of involves, Repend Printout SCHD-AM (10ct2005 15:20:12 05-44481-rdd Dow Corning Corporation 2200 W. Salzburg Rd. Page Invoice DOW CORNING 1 of 1 PO Box 994 Invoice Number Date MIDLAND MI 48686-0994 1003579825 06Oct2005 United States Invoice contact Cindy Ferrio Telephone (800) 248-2481 Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 US Fed. Reg. No. 380495575 Ship-to: 1041220 Bill-to 1035922 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 DELCO ELECTRONICS CORP DIVISION PO Box 9005 2033 EAST BOULEVARD KOKOMO IN 46904 KOKOMO IN 46904-9005 United States United States **Payment Terms** Pay Immediately 2% Discount Up to 06Oct2005 you receive 2.000 % discount Shipping Weight (net/gross) **Gross Weight** 80.0 KG Net Weight 80.0 KG Price Unit Amount **Goods Description** Quantity Delivery number: 8603264585 Issue date: 060ct2005 Delivery terms: FCA SHIPPOINT COLLECT from 28Sep2005 Sales order: 3136832 Purchase order no: 0550070460 PLANT DA01 DOW CORNING(R) 3-1598 HP ADHESIVE, 20 KG (44 LB) Paid . 4038438 Batch: 0002421519 1680.80 9.55 USD 1 lbs 176 lbs = 4 Pail Customer Material: 47119 VENDOR CODE: 1002602 1680.80 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Total Payable Currency SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. \$1310Ev2 USD 1680.80 We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.

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TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. RBMEDY
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a walver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequently damages. consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and Dow CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INTERIOR MENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1,5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7, FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused-by-circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike; labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, taw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

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15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Too the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer,

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

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05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pg 70 of 105 TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give refund or replacement is expressed by Boyer giving Dow Corning notice within 90 days from the date of shipment that the Goods. If requested by Boyer giving Dow Corning all processing the process of the specific process of the process of th notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against. Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives award of damages assessed against. Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and Dow Corning Expressly Disclaims Any Written or Unwritten, Express or Implied Warranty Against Infringement to these Goods.

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with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

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Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

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Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pls remit to address at bottom of invoice of project of project of the pro **Dow Corning Corporation** Page Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Invoice Number Date MIDLAND MI 48686-0994 1003579827 06Oct2005 United States Invoice contact Cindy Ferrio Telephone (800) 248-2481 Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 US Fed. Reg. No. 380495575 Bill-to 1035922 Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION DELCO ELECTRONICS CORP DIVISION PLANT DA01 PO Box 9005 2033 EAST BOULEVARD KOKOMO IN 46904-9005 KOKOMO IN 46904 United States United States Payment Terms Pay Immediately 2% Discount Up to 06Oct2005 you receive 2.000 % discount Shipping Weight (net/gross) Gross Weight Net Weight 18.1 KG 19.8 KG Price Goods Description Quantity Unit Amount Delivery number: 8603264587 Issue date: 060ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3136880 Purchase order no: 0550038970 from 28Sep2005 PLANT DA01 3065219 DOW CORNING(R) X3-1598 ADHESIVE, 18.1 KG (40 LB) Pail Batch: 0002386777 11bs 380.00 1 Pail 9.50 USD 40 lbs = Customer Spec No.: DELCO ELECTRONICS:M-10437-21 Cust. Spec Revision: B Revision Date: 16May1996 Customer Material: 46762 VENDOR CODE 1002602 380.00 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acet 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Total Payable Currency AGREED. SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. USD 380.00 We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.

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TERMS & CONDITIONS OF SALE

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with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

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9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its controls including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, rioty act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate, this Agreement without penalty or further obligation by providing written notice to the other. Carlo Call

Committee of the committee of the

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

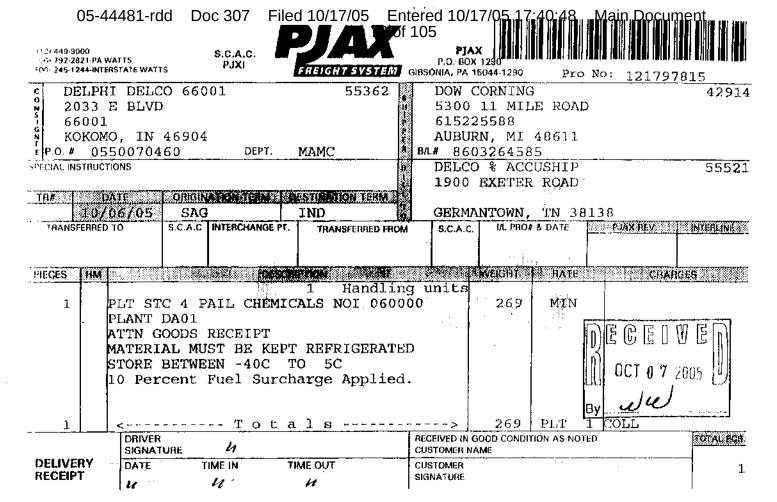
17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:



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PO Box MIDLA United S	Invoice Numb 1003579828	Invoice Number 1003579828			
		Invoice contaction Cindy Ferrio	ct		
	Fax (989) 496-6974	Phone: 989	496-7728 Fax: 989-4	06-6299	
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SUBJECT TO THE TERMS AND CO		·	805.	46	USD
We certify that these goods were produced and 12 of the Fair Labor Standards A	nced in compliance with all requirem of of 1938, as amended, and all regul four Division issued under Section 14	ations and orders of			

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pq 76 of 105 TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMBDY
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives award of damages assessed against Buyer only to the extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and Dow CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

With respect to these Goods. In the case will Dow Coming by highly a state of the case will Dow Coming by highly a state of the case will be a state of the case of the

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Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

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Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

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DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.

SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2

We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pa 78 of 105

TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any of the purchase price of all Goods shown to be other than as warranted. Failure to give refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any manufacturing them infringement, provided that Buyer gives award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

With respect to these Goods. In no case will Dow Corning be liable to defend or now any award of demands and control the suit against these allegations only, and shall pay any manufacturing that it is own expense, defend and control the suit against these allegations only, and shall pay any manufacturing that it is own expense, defend and control the suit and to the full pay any pay any insurance and payed on the full payed of the suit and to the full payed on the full payed of the full payed on the fu

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5. PRICE

Price charged will be price in effect at planned date of delivery.

O. LERNIS OF FARMEN!

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

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05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pg 80 of 105 TERMS & CONDITIONS OF SALE

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Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, including energy source) used in connection act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains This document and the sales specifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

∮ 105 1412) 449-9000 |800) 792-2821-PA WATTS s.c.a.c. P.O. BOX 1290 PJXI. (800) 245-1244-INTERSTATE WATTS FREIGHT SYSTEM GJBSONIA, PA 15044-1290 121797807 DELCO ELECTRONICS 66011 55374 DOW CORNING 42914 7929 S HOWELL AVE 5300 11 MILE ROAD 66011 615225588 OAK CREEK, WI 53154 AUBURN, MI 48611 DEPT. P.O. # 0550043380 MAMC B/L# 8603264588 SPECIAL INSTRUCTIONS DELCO & ACCUSHIP 55521 1900 EXETER ROAD DATE ORIGINATION TERM DESTINATION TERM 10/06/05 SAG CHI GERMANTOWN, TN 38138 TRANSFERRED TO S.C.A.C INTERCHANGE PT. TRANSFERRED FROM I/L PRO# & DATE PJAX REV S.C.A.C. PECES HM DESCRIPTION WEIGHT HATE CHARGES Handling units 1 PLT STC 7 PAILS ADHESIVE NOI 004620 S 5 540 PLANT DA64 ATTN GOODS RECEIPT MATERIAL MUST BE KEPT REFRIGERATED STORE BETWEEN -40C-5C 10 Percent Fuel Surcharge Applied. otal_is 540 PLTDRIVER RECEIVED IN GOOD CONDITION AS NOTED TOTAL PCH SIGNATURE CUSTOMER NAME DELIVERY DATE TIME IN TIME OUT CUSTOMER RECEIPT 1 SIGNATURE

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05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pls remit to address at bottom of threets of Printout SCHD-AM 110ct2005 15:21:25 Dow Corning Corporation Page Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Invoice Number Date MIDLAND MI 48686-0994 1003582047 07Oct2005 United States Invoice contact Cindy Ferrio Telephone (800) 248-2481 Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 US Fed. Reg. No. 380495575 Bill-to 1035922 Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 DELCO ELECTRONICS CORP DIVISION PO Box 9005 2033 EAST BOULEVARD KOKOMO IN 46904 KOKOMO IN 46904-9005 United States United States **Payment Terms** Pay Immediately 2% Discount Up to 07Oct2005 you receive 2.000 % discount Shipping Weight (net/gross) 59.4 KG Net Weight 54.3 KG Gross Weight Price Unit **Goods Description** Quantity Amount Delivery number: 8603267303 Issue date: 070ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3147477 Purchase order no: 0550038970 from 060ct2005 PLANT DAGE 3065219 DOW CORNING(R) X3-1598 ADHESIVE, 18.1 KG (40 LB) Pail Batch: 0002386777 1140.00 9.50 USD 1 lbs 120 lbs =3 Pail Customer Spec No.: DELCO ELECTRONICS:M-10437-21 Cust. Spec Revision: B Revision Date: 16May1996 Customer Material: 46762 VENDOR CODE 1002602 1140.00 Total Payable (USD)

PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.

DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.	Total Payable	Currency
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. \$1310Ev2	1140.00	USD
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.		

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TERMS & CONDITIONS OF SALE

END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

3. REMED!
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any sult is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

R. TAXES:

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15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

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Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

Responsible Care:

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Pls remit to address at bottom of in 1265 of 1205 rimout SCHD-AM 110ct2005 15:21:36 Page Dow Corning Corporation Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Date Invoice Number MIDLAND MI 48686-0994 07Oct2005 1003582048 United States Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299 Fax (989) 496-6974 Telephone (800) 248-2481 US Fed. Reg. No. 380495575 Ship-to: 1041220 Bill-to 1035922 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELCO ELECTRONICS CORP DIVISION DELPHI AŬTOMOTIVE SYSTEMS CORP PLANT DA01 DELCO ELECTRONICS CORP DIVISION 2033 EAST BOULEVARD PO Box 9005 KOKOMO IN 46904 KOKOMO IN 46904-9005 United States United States **Payment Terms** Pay Immediately 2% Discount Up to 07Oct2005 you receive 2.000 % discount Shipping Weight (net/gross) Gross Weight 407.4 KG Net Weight 362.8 KG Unit Amount Quantity Price Goods Description Delivery number: 8603267304 Issue date: 070ct2005 Delivery terms: FCA SHTPPOINT COLLECT Sales order: 3136872 Purchase order no: 0550060323 from 285ep2005 PLANT DAOL 3127524 DOW CORNING(R) 3-4155 HV DIELECTRIC GEN KIT, 181.4 KG (800 LB) Kit Batch: 0002397314 1 lbs 3520.00 4.40 USD 1 Kit = adf 008 Customer Spec No.: DELCO ELECTRONICS:M-10568-10 Cust. Spec Revision: B Revision Date: 29Jan1997 Customer Material: 21000909 VENDOR CODE 1002602 3520.00 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acet 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Total Payable Currency AGREED. SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. USD 3520.00 We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 (bereof.

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pg 86 of 105 TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer, Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Fallure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

15 FARENTS
If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives award or damages assessed against buyer only to the extent, only that the damages are awarded in connection specificarly what the alteged intringement, provided that buyer power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECBIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid), This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

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Responsible Care:

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 S.C.A.C. PJXI (412) 449-9000 P.O. BOX 1290 (800) 792-2821-PA WATTS FREIGHT SYSTEM GIBSONIA, PA 15044-1290 9001 245-1244-INTERSTATE WATTS 42914 DOW CORNING 55362 DELPHI DELCO 66001 5300 11 MILE ROAD 2033 E BLVD 615225588 66001 AUBURN, MI 48611 KOKOMO, IN 46904 B/L# 8603267303 MAMC DEPT. P.O. # 0550038970 55521 DELCO % ACCUSHIP CHECIAL INSTRUCTIONS 1900 EXETER ROAD OHIGHYNGO STERLIG SASSIJIAS SEBIGIA DATE GERMANTOWN, TN 38138 TR# IND 10/07/05 ŞAG PJAX REV INTERUNE I/L PRO# & DATE TRANSFERRED FROM S.C.A.C INTERCHANGE PT. TRANSFERRED TO TO BE SEED OF * RATE PIECES Handling units 1,029 PLT ADHESIVE NOI 004620 SUB 05 1 MATERIAL MUST BE KEPT REFRIGERATED STORE BETWEEN -40C - 5C 1 0 2005 PLANT DA01 ATTN: GOODS RECEIPT 10 Percent Fuel Surcharge Applied. PLT1,029 Totals----TOTAL PCB, 1 RECEIVED IN GOOD CONDITION AS NOTED DRIVER CUSTOMER NAME 10 SIGNATURE 1 CUSTOMER TIME IN TIME OUT DELIVERY DATE SIGNATURE M RECEIPT h

Invoices

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rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pls remit to address at bottom of payotes of Printout SCHD-AM 110ct2005 15:21:45 05-44481-rdd **Dow Corning Corporation** Page Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Invoice Number Date MIDLAND MI 48686-0994 1003582049 07Oct2005 **United States** Invoice contact Cindy Ferrio Telephone (800) 248-2481 Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 US Fed, Reg. No. 380495575 Ship-to: 1041220 Bill-to 1035922 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 DELCO ELECTRONICS CORP DIVISION PO Box 9005 2033 EAST BOULEVARD KOKOMO IN 46904-9005 KOKOMO IN 46904 United States United States Payment Terms Pay Immediately 2% Discount Up to 07Oct2005 you receive 2.000 % discount Shipping Weight (net/gross) 3.4 KG **Gross Weight** 74.8 KG Net Weight Quantity Price Unit Amount Goods Description Delivery number: 8603267997 Issue date: 070ct2005 Delivery terms: CIP PPAL FOB ORIGIN Sales order: 3136819 Purchase order no: 0550039439 from 28Sep2005 PLANT DA01 4044010 DOW CORNING(R) 3-1846 ADHESIVE, 55 ML Crtrdg Batch: 0002439104 ' 1 Crtrdg 3127.08 47.38 USD 66 Crtrdq = 66 pc Customer Material: 46777 VENDOR CODE 1002602 3127.08 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance, DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Total Payable Currency SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. 3127.08 USD We certify that these goods were produced in compliance with all requirements of Section 6, 7,

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pg 90 of 105

TERMS & CONDITIONS OF SALE

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Dow Corning's standard freight terms policy is Incotern DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8 TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by cincumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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10. APPLICABLE LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document
Oct 14 05 02:43p Dawn Abel Pg 91 of 105 6364476549 p. 7

ABEL, DAWN M. (DMABEL)

From: Sent:

technicalsupport@tlue.fedex.com Friday, October 14, 2005 2:25 PM

To:

ABEL, DAWN M. (DMABEL)

Subject:

FedEx Custom Critical Shipment Delivery Notice for PRO 23416105

DAWN ABEL,

Thank you for choosing FedEx Custom Critical to handle your critical shipment. If you are a registered Shipping Toolkit user, you can access your shipment's shipping documents - including invoices, bills of lading and proof's of delivery at

http://customcritical.fedex.com/tracking.

For further questions about your shipment, call 1.600.762.3787 to speak to a Customer Assistance Team member. We are available to you 24 hours a day, 365 days a year. Please reference PRO No. 23416105 for questions regarding this shipment.

***** SHIPMENT SUMMARY ********

Company Name: DOW CORNING (H)
Contact: MIKE EURICH -- 989-496-7090

PRO Number: 23416105

Division: Surface Expedite - 1.800.762.3787

Trip Mileage: 317

Transit Time: 7 hours 6 minutes

********* ITINERARY *******

Pickup Location DOW CORNING (H) 5300 ELEVEN MILE RD AUBURN, MI 48611

Requested Time: 10/07/2005 at 4:17 PM EDT At pickup: 10/07/2005 at 5:58 PM EDT Actual pickup: 10/07/2005 at 6:15 PM EDT

Delivery Location
DELPHI DELCO ELECTRONICS
2033 E BLVD
SHIP DUNS 002136823
KOKOMO, IN 469029005

Requested Time: 10/07/2005 at 10:53 PM EST At delivery: 10/07/2005 at 10:05 PM EST Actual delivery: 10/07/2005 at 10:15 PM EST

Signed for by: VICKIE WARD

****** FREIGHT DETAILS ********

Commodity: ADHESIVE

Pieces: 1

#1003582049

Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Rhel Pg 93 of 105 6364476549 F 05-44481-rdd Doc 307 Pg 93 of 105 p.3 Dawn Abel Oct 14 05 02:43p

Weight: 13 lb

FedEx Custom Critical Surface Expedite Division 1.800.762.3787 http://customcritical.fedex.com

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Setup orders quickly by using Fast Ship https://customcritical.fedex.com/ship to duplicate a past shipment or convert a quote to an order.

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Pis rein	it to address at northin of a	Igne Okcaent Timo	m perm /m model	F
DOW CORNING 2200 W.	rning Corporation Salzburg Rd.		Invoice	Page 1 of 1
PO Box MIDLA! United S	Invoice Numl 1003582050		Date 07Oct2005	
		Invoice conta Cindy Ferrio	ect	
Telephone (800) 248-2481 US Fed. Reg. No. 380495575	Fax (989) 496-6974	Phone: 989	-496-7728 Fax: 989-496	-6299
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYS DELCO ELECTRONICS COR PO Box 9005 KOKOMO IN 46904-9005	TEMS CORP RP DIVISION	DELPHI AU'I PLANT DA2	LCO ELECTRONICS SYS FOMOTIVE 4 N CAVAZOS ROAD	STEMS
United States		United States		
Payment Terms Pay Immediately 2% Discount Up to 07Oct2005 you receive 2	2.000 % discount			
Shipping Weight (net/gross) Net Wei	ght 60.0 KG		Gross Weight	64.8 KG
Goods Description	Quantity	Price	Unit	Amount
Delivery terms: FCA Sales order: 3147489 PLANT DA24 3131505 DOW CORNING Batch: 0002 132 lbs =	Purchase order no: G(R) 1-4174 THERMALIN 428965 6 Pail aterial: 46790	0550053982 fr	OHESIVE, 10 KG (22	5544.00
INTEREST CHARGE: After PERCENTAGE RATE of cit	Corning Corporation, Bank On the due date, a monthly INTER ghteen percent (18%), will be cha	EST CHARGE of one a arged on any unpaid bal	and a half percent (1.5%),	which is an ANNUAL
COMPLIES WITH THE PUBLISH AGREED.	TALL MATERIAL LISTED ON THIS ED SALES SPECIFICATION UNLESS	OTHERWISE	Total Payab	
We certify that these goods were pro-	CONDITIONS ON THE REVERSE SID fuced in compliance with all requirement act of 1938, as amended, and all regulati	ds of Section 6, 7,	5544.0	00 USD

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pg 96 of 105 TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR PITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Pailure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of It any suit is prought against Buyer for intringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

Dow Corning's standard freight terms policy is Incotern DDU (Delivered Duty Unpaid). This Incotern is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

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Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains Instruction of the sales spectifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. It Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pls remit to address at bottom of Ago 文 OR 中野 Printout SCHD-AM 110ct2005 15:22:05 Page **Dow Corning Corporation** Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Date Invoice Number MIDLAND MI 48686-0994 1003582051 07Oct2005 United States Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299 Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575 Ship-to: 1041747 Bill-to 1035922 DELPHI DELCO ELECTRONICS SYSTEMS Accounts Payable Department DELPHI AUTOMOTIVE DELPHI AUTOMOTIVE SYSTEMS CORP PLANT DA24 DELCO ELECTRONICS CORP DIVISION 702 JOAQUIN CAVAZOS ROAD PO Box 9005 LOS INDÍOS TX 78567 KOKOMO IN 46904-9005 United States United States **Payment Terms** Pay Immediately 2% Discount Up to 07Oct2005 you receive 2.000 % discount Shipping Weight (net/gross) **Gross Weight** 99,0 KG 90.5 KG Net Weight Unit Amount Price Quantity Goods Description Delivery number: 8603267305 Issue date: 070ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3147562 Purchase order no: 0550041009 from 060bt2005 PLANT DA24 3065260 DOW CORNING(R) 3-6265 THIXOTROPIC ADHESIVE, 18.1 KG (40 LB) Pail Batch: 0002374123 3352.00 1 lbs 16.76 USD 5 Pail 200 lbs = Customer Spec No.: DELCO ELECTRONICS:M-10437-20 Cust, Spec Revision: C Revision Date: 16May1996 Customer Material: 46759 VENDOR CODE 1002602 3352.00 Total Payable (USD)

PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055.

INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.

DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.	Total Payable	Currency
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. \$1310Ev2	3352.00	USD
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of		

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TERMS & CONDITIONS OF SALE

END USE

Dow Corning shall have no responsibility in connection with determining the sultability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMED?
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any sult is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

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1B. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor Issued under that Act.

Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 WATEL AND MI 48686-0094		Pg 100 of 105 Delivery Number	Delivery Note		
1000年3月5日 第2年第4年2月15日 第3年第4年2月15日	The state of the s	8603267305	07Oct2005		
Ship-to DELPHI	DELCO ELECTRONICS SYSTEMS	Sold-to DELPHI DELCO	ELECTRONICS SYSTEMS	3	
	Goods Description	Quantity	Net Weight	Gross Weight	
*** {	ECCN: EAR99 Customer Spec No.: DELCO F Cust. Spec Revision: C Re Customer Material: 46759 VENDOR CODE 1002602 Batch: 0002374123 Expiration Date: 12Aug2006	evision Date: 16Ma 5 Pail		99.0 KG	
	493	-06964	4-3		
Thereby de	clare that the contents of this consignment are fully and accurately det Unincarded, and are in all respects in proper condition for transport as Section 7 of conditions of applicable bill of bading, if this shipment is to	erwied above by the proper shipping as coroline to applicable biternational pur	une ami' are classified, packaged, marked ij uutonsi governmental regulalions.		
the consign	of shan sign the papering statement without present of freight an	ni al) other lawful charger	DOW CORNING ((Applications of consistent)	
Carrier con When Carr Carrier ack Identificatio Carrier her	iffer that Energency Response information, as countred by 40 CFR, Piter furnished container, carrier certifies that container supplied for this movinging that prior to not the time this shipment was offered for train monters) according to applicable regulations for each incorrens male by certifies that he is funding with all the conditions, corresponding to	art 372, Saib Port G, 19 mailuained in a s shipment is a proper container for the especiation, the shipper provided or a right named thereun. Inglices, gaid certifications contained in	his transport vehicle. e tronsport of each commutily named her ffixed the required placards or orange pa ere on this document.	con. mels (including prescribed	
DOW COL	RNING CERTURES THAT ALL MATERIAL LISTED ON THIS MY COMPLES WITH THE PUBLISHED SALES SPECIFICATIONS OTHERWISE AGREED.	Total Weights:	150.5 KG	163.8 KG	
Shipped	TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. SIZ		lts: m ion k 0-Bag		
				l l	

Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document 05-44481-rdd Doc 307

Pls remit to address at bottom of invoice Repeat Printout SCHD-AM 110ci2005 15:22:15 Page **Dow Corning Corporation** Invoice 1 of 1 DOW CORNING 2200 W. Salzburg Rd. PO Box 994 Date Invoice Number MIDLAND MI 48686-0994 07Oct2005 1003582052 United States Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299 Fax (989) 496-6974 Telephone (800) 248-2481 US Fed. Reg. No. 380495575 Ship-to; 1041981 Bill-to 1035922 DELCO ELECTRONICS CORP Accounts Payable Department PLANT DA64 DELPHI AÚTOMOŤIVE SYSTEMS CORP 7929 SOUTH HOWELL AVENUE DELCO ELECTRONICS CORP DIVISION OAK CREEK WI 53154 PO Box 9005 United States KOKOMO IN 46904-9005 United States **Payment Terms** Pay Immediately 2% Discount Up to 07Oct2005 you receive 2.000 % discount Shipping Weight (net/gross) 27.7 KG **Gross Weight** 25.2 KG Net Weight Amount Unit Price Quantity Goods Description Delivery number: 8603267306 Issue date: 070ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3141586 Purchase order no: 0550043380 from 030ct2005 PLANT DA64 2751534 DOW CORNING(R) X3-1598 ADHESTVE, 3.6 KG (8 LB) Pail Batch: 0002405775 677.60 , 1 lbs 12.10 USD 7 Pail 56 lbs = Customer Spec No.: DELCO ELECTRONICS:M-10437-21 Cust. Spec Revision: B Revision Date: 16May1996 Customer Material: 46761 VENDOR CODE 1002602 677.60 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Total Payable Currency USD SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. 677.60 We certify that these goods were produced in compliance with all requirements of Section 6, 7, we certay that these goods were produced in compilate want at requirements of section 3/3 and 12 of the Fulr Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.

05-44481-rdd Doc 307 Filed 10/17/05 Entered 10/17/05 17:40:48 Main Document Pa 103 of 105 TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to properly out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund Buyer's exclusive remedy and Dow Corting's sole responsibility for any claim or cause of action arising under his Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

4. PATENTS
If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and Dow Corning Expressly DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INTERDINGEMENT. INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7 PREIGHT TERMS:

Dow Corning's standard freight terms policy is Incotern DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any lax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued,

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. OUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptted and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mulual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

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